

## CARSON EVENT CENTER

### RULES, REGULATIONS AND CONDITIONS OF USE

1. DEPOSITS: A deposit shall be paid at the time of filing the permit and is required for permit approval. Deposits shall be specified or required by the City. Deposits pertain to cleaning/damage and security fees. Deposit is refundable subject to City approval. Refunds will be made where no damage occurred or no extra cleanup is required as a result of permittee's use of facilities.
2. PAYMENT: All fees must be paid in full thirty (30) days prior to event date. No personal checks can be accepted less than thirty (30) days to event date. Events booked less than thirty (30) days of event date must be paid in full at the time of booking, no deposit refund if there is a cancellation.
3. OVERTIME: Occupancy beyond the time shown on the permit may result in overtime charges to permittee.
4. CANCELLATION BY PERMITTEE: Permittee must submit written notice of cancellation to the Center Manager at least thirty (30) calendar days prior to the cancellation of any weekday date or dates covered by the permit for the meeting rooms and at least sixty (60) calendar days prior to the cancellation of any weekday date or dates covered by the permit for the Main Hall. Cancellation of permits covering weekends must be in writing at least sixty (60) calendar days prior to date on permit for the meeting rooms and at least ninety (90) calendar days for the Main Hall. Refund of rental fees shall be made when permittee gives the required notice. Failure to do so will result in loss of rental fees.
5. CANCELLATION BY CITY: Permit may be cancelled without liability to the City under any of the following conditions: (a) it is found to contain false or misleading information, (b) if the Department finds that use or proposed use will be detrimental to the health, safety or morals of the City or to the efficient operation of the Center for the public welfare, (c) should any individual or group (members/guests) willfully or through negligence mistreat the equipment, facilities or violate any of the policies, rules, regulations, terms and conditions established for use of the facilities, (d) for recurring activities if average attendance falls below the standard established for each use area within the Center, (e) for failure to notify the Center Manager of cancellation of any date/dates covered by the permit, (f) if permittee defaults on any or has not completed all conditions and requirements for use of facilities within ten (10) days of the event, (g) in case the Center or any part thereof shall be destroyed or damaged by fire or any other cause, or if any other casualty or unforeseen occurrence, including strikes, labor disputes, wars or acts of military authorities, shall render the fulfillment of the permit difficult or impossible, (h) if the facility is needed for public necessity or emergency as determined by the Department, upon thirty (30) days written notice to permittee. No refund shall be made if cancellation occurs less than thirty (30) calendar days prior to the date reserved, except when cancellation occurs under items "g" or "h" above.
6. COMPLIANCE TO CONDITIONS OF USE: The permittee shall observe, obey and comply with all applicable County, State and Federal laws and the policies, rules, regulations, terms and conditions governing use of the Center Facilities. Permittee will forfeit all rents or other fees paid if evicted from premises for violation of same. Eviction shall not release permittee from any obligations for the payment of rents or other fees not yet paid under such permit or for the full term thereof. A current water bill, gas bill, or driver's license providing proof of residency will verify resident rate classifications requests. Non-profit requests must provide a non-profit tax I.D. number.
7. COMPLETION TO CONDITIONS OF USE: Permittee must complete all requirements relating to use of the facilities within the time requirements specified or established. Permittee must be present during the booking and not leave until all guests and hired event contractors vacate the facility.
8. CONDUCT OF PERSONS: Permittee shall be solely responsible for the orderly conduct of all persons, including children, using the premises by its invitation, either expressed or implied, during all times covered by the permit. The City reserves the right to eject or cause to be ejected from the premises any person or persons objectionable due to unlawful or undesirable conduct. Permittee may only use those facilities and equipment specifically designated on their permit.
9. FACILITIES CAPACITY: Permittee shall not admit a larger number of persons that can safely/freely move about therein as determined by Building and Fire codes. Should attendance increase/decrease the Center Manager reserves

the right to relocate any permittee to a room different from the contracted room if such a move is deemed necessary to insure the successful completion of all events in the Center. Use of Event Halls requires a minimum attendance of the following; ABC requires a minimum attendance of the following: Event Hall A or C = 150 persons, Event Hall B = 175 persons, Event Hall AB/BC = 280 persons, Event Hall ABC = 500 persons.

10. SECURITY: Adequate qualified personnel shall be provided at permittee's expense in numbers determined by the Center's Manager to be appropriate for the intended facility use and after consultation with the Public Safety Department.
11. PERMITTEE IS RESPONSIBLE FOR PERMITS AND LICENSES: The permittee shall procure at their own cost and expense all the required licenses and permits necessary for the intended use or activity covered by the permit.
12. FLAMMABLE MATERIALS: All decorations must be fireproof or of fire retardant materials, must meet City requirements and are subject to removal. Candles, fog machines and other open flame devices will not be permitted except as authorized on the permit and are subject to Fire Department regulations.
13. GAMBLING/SMOKING: Gambling and smoking in all forms are prohibited.
14. FACILITY/EQUIPMENT/CLEANLINESS OF CENTER: All property (including parking lots), equipment, walls and furnishings must be kept cleaned and undamaged. If additional maintenance is required the permittee shall be charged for the same. Any person, group or permittee causing damage or loss will be required to pay for the same at current costs. Nothing is to be affixed to the walls, glass, doors, ceilings, drapes or curtains without City approval. A labor and equipment charge will be assessed for any added room set up changes or add-ons (additional equipment).
15. INDEMNITY: Permittee shall indemnify and hold harmless the City, its officers, employees and agents against any and all claims, demands, causes of action, damages (including damages to City property), costs and liabilities (including cost and liabilities to the City with respect to its employees), in law or in equity of every kind and nature, whatsoever, directly or proximately resulting from or caused by the use and occupation of the facilities described in the permit, whether such use is authorized or not, or from any act or omission of risk and expense, defend any and all suits, actions, or other legal proceedings which may be brought or instituted against the City, its officers and employees on any such claim, demand or course of action. The permittee shall pay and satisfy any judgment or decree which may be rendered against the City, its officers, employees and agents in any such suit, actions or other legal proceedings, Permittee shall pay for any and all damages to the property of the City, for loss or theft of such property, done or caused by permittee, its officers, agents, employees, guests, patrons and invitees.
16. CONTRACTED CATERER: All food, non-alcohol and alcohol beverages must be purchased from our on-premises contracted caterer in addition to meeting their designated minimums. No outside food, beverage or alcohol is allowed in the facility.
17. LIABILITY INSURANCE REQUIRED: Coverage shall be at least as broad as Insurance Services Form CG 00 01 covering CGL on an "occurrence" basis, including property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence and \$2,000,000 aggregate.

Accepted & Acknowledged By:

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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